



CFN 2006R0700912
DR Bk 24671 Pgs 4901 - 4907; (7pgs)
RECORDED 06/28/2006 09:25:50
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:
Tony Recio, Esq.
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.A.
2665 South Bayshore Drive, Suite 420
Miami, Florida 33133
Tel (305) 854-0800

(A/12)

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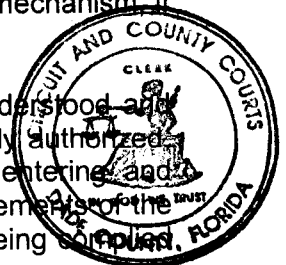
DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the **County** and the neighboring property owners that the representations made by the Owner during the Board of County Commissioners' consideration of Public Hearing No. 04-449 (appeal) will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) The Property shall be developed with no more than six (6) lots in substantial compliance with the "Proposed Site Plan" prepared by Jose Fuxa consisting of one (1) sheet dated March 30, 2006.
- (2) Subject to County approval, the street providing access to the interior lots to be located on the Property shall not extend through the west property line of the Property.
- (3) Subject to County approval, wherever a wall is not existing on the Property, the Owner shall construct a six (6) foot masonry perimeter wall along the north, west, and south property lines of the Property; said wall shall not be a pre-fabricated wall.
- (4) That a continuous buffer of 15' mahogany trees at time of planting located at 30' on center intervals shall be installed by Owner along the south and north property lines. The landscaping and any common areas shall be maintained at no cost to the County through the establishment of a homeowner's association or other funding mechanism, if approved by the County.

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.



(Signature)

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Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and his heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and his heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

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Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect

Acceptance of Declaration. Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or

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approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance.

Owner. The term Owner shall include the Owner, and its heirs, successors and assigns.

Executed on this 10 day of April, 2006.

WITNESSES:



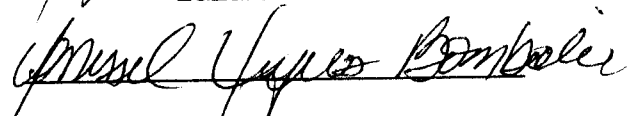
Print Name: Gilberto Pastoriza



Print Name: Gilberto Pastoriza

By: 

Lazaro Bombalier


Yenissel Xiques

STATE OF FLORIDA)
)SS
COUNTY OF MIAMI-DADE)

I hereby certify that on this 10th day of April, 2006, before me personally appeared Lazaro Bombalier and Yenissel Xiques. They are personally known to me or have produced Yenissel Xiques Lazaro Bombalier as identification.

D 514 - 520 46 - 000 .
X 220 - 960 73 - 508 0



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JOINDER BY MORTGAGEE

The undersigned Ameriquest Mortgage Company, a Mortgagee by virtue of that certain mortgage from Yenissel Xiques and Lazaro Bombalier, husband and wife, to Ameriquest Mortgage Company, dated the 24th day of January, 2005, and recorded in Official Records Book 23154, Page 769, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are, and shall be binding upon the undersigned and its successors in title.

April ^{IN WITNESS WHEREOF}, these presents have been executed this 20th day of 2004.

Witnesses:

Signature

Jason Krage
Print Name

Signature

CLAYTON JONES
Print Name

Ameriquest Mortgage Company

by

Evelyn N. Archuleta
Print Name EVELYN N. ARCHULETA
Title (if any) Assistant Secretary

Address:

1100 S. DOWGLASS ROAD
MIAMI LA 33130

(*Note: for Corporation this must be by
President, Vice- President or CEO only.
All other require attachment of original
corporate resolution of authorization.)

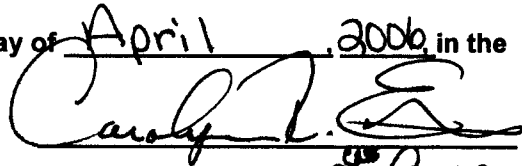
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STATE OF California

COUNTY OF Orange

The foregoing instrument was acknowledged before me by Evelyn Mateo, who is personally known to me or has produced Driver License, as identification.

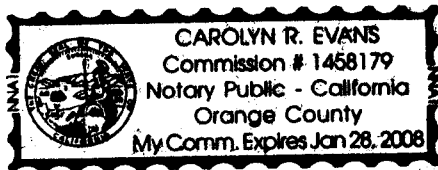
Witness my signature and official seal this 25 day of April, 2006, in the County and State aforesaid.



Notary Public State of California

Carolyn R. Evans
Print Name

My Commission Expires:



Declaration of Restrictions
Page 5

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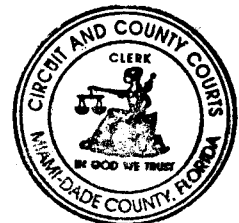
EXHIBIT "A"
LEGAL DESCRIPTION

The south ½ of the east ½ of Tract 14, in the NW ¼ of Section 2, Township 56 South, Range 39 East of TROPICO, Plat Book 2, Page 57, of the Public Records of Miami-Dade County, Florida,

AND

The north ½ of the east ½ of Tract 14, in the NW ¼ of Section 2, Township 56 South, Range 39 East of TROPICO, Plat Book 2, Page 57, of the Public Records of Miami-Dade County, Florida.

STATE OF FLORIDA, COUNT OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 28 day of June, A.D. 20 06
WITNESS my hand and Official Seal.
HARVEY RUVIN, CLERK, of Circuit and County Courts
By Shirley Williams-Rufus D.C.



OPINION OF TITLE

To: Miami-Dade County

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement or in compliance with Chapter 28, and as an inducement for acceptance of a Declaration of Restrictions covering, covering the real property, hereinafter described, it is hereby certified that I have examined Attorneys' Title Insurance Fund, Inc. Owner's Title Insurance Policy No. OPM-2197848 and First American Title Insurance Company Policy No. FA-35-790396 and Attorneys' Title Insurance fund, Inc. certified computer updates covering the period from the beginning to the 26th day of February, 2006, at the hour of 11:00 p.m., inclusive, of the following described property:

See attached Exhibit "A"

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

LAZARO BOMBALIER and YENISSEL XIQUES, his wife

Note: For Limited Partnership, Limited Liability Company or Joint Venture indicate parties comprising the Limited Partnership, Limited Liability Company or Joint Venture and identify who is authorized to execute.

Subject to the following encumbrances, liens and other exceptions (If "none" please indicate):

1. **RECORDED MORTGAGES:**

Mortgage in favour of Ameriquet Mortgage Company, dated January 24, 2005, recorded March 10, 2005, in Official Records Book 23154, Page 769, of the Public Records of Miami-Dade County, Florida.

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

N/A

3. **GENERAL EXCEPTIONS:**

- a. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.
- b. Rights or claims of parties in possession not shown by the public records.
- c. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

- d. Easement or claims of easements not shown by the public records.
- e. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- f. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

4. **SPECIAL EXCEPTIONS:**

- a. Dedication, Easements, Reservations and Restrictions as shown on the Plat of SUBDIVISION OF TROPICO, recorded in Plat Book 2, Page 57, of the Public Records of Miami-Dade County, Florida.
- b. Easement granted to Florida Power & Light Company by instrument filed in Official Records Book 3158, Page 1064, of the Public Records of Miami-Dade County, Florida.
- c. Easement granted to Florida Power & Light Company by instrument filed in Official Records Book 13460, Pages 2673 and 2689, of the Public Records of Miami-Dade County, Florida.
- d. Dedication and Improvement Agreement filed in Official Records Book 13243, Page 905, of the Public Records of Miami-Dade County, Florida.
- e. Easement granted to Florida Power & Light Company by instrument filed in Official Records Book 13160, Page 1722, of the Public Records of Miami-Dade County, Florida.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
Lazaro Bombalier & Yenissel Xiques, his wife	Owner	
Ameriquest Mortgage Company	Mortgagee	

The following is a description of the aforementioned abstract and its continuations:

<u>Number</u>	<u>Company Certifying</u>	<u>No. of Entries</u>	<u>Period Covered</u>
Title Policy # OPM-2197848	Attorneys' Title Insurance Fund, Inc	4	Beginning to 6/25/02
Title Policy # FA-35-790396	First American Title Insurance Company	1	Beginning to 9/19/02
certified computer updates	Attorneys' Title Insurance Fund, Inc.		6/25/02 to 2/26/06

I **HEREBY CERTIFY** that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 24 day of March, 2006

Name

Print Name: Gilberto Pastoriza, Esq.

Florida Bar No. 749000

Address: 2665 S. Bayshore Drive, #420
Miami, Florida 33133

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 24 day of March, 2006, by Gilberto Pastoriza, who is personally known to me or has produced identification.

Notary Public

Print Name



MARILYN SOMODEVILLA
MY COMMISSION # DD 222204
EXPIRES: September 18, 2007
Bonded Thru Budget Notary Services

My Commission Expires:

1279001

EXHIBIT "A"

The south $\frac{1}{2}$ of the east $\frac{1}{2}$ of Tract 14, in the NW $\frac{1}{4}$ of Section 2,
Township 56 South, Range 39 East of TROPICO, Plat Book 2,
Page 57, of the Public Records of Miami-Dade County, Florida,

AND

The north $\frac{1}{2}$ of the east $\frac{1}{2}$ of Tract 14, in the NW $\frac{1}{4}$ of Section 2,
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